

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CITY OF MEMPHIS, TENNESSEE
DIVISION OF FIRE SERVICES**



**AND
DESOTO LODGE NO. 3
INTERNATIONAL ASSOCIATION
OF MACHINISTS AND AEROSPACE WORKERS
AFL-CIO**

**EFFECTIVE
JULY 1, 2011
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ARTICLE 1

PREAMBLE

This Memorandum of Understanding is entered into by and between the City of Memphis, Tennessee, hereinafter referred to as the City, and DeSoto Lodge, No. 3 of the International Association of Machinists and Aerospace Workers, AFL-CIO, hereinafter referred to as the Union.

It is the purpose of this Memorandum of Understanding to assure orderly and harmonious relations between the City and the Union and to provide for equitable and peaceful adjustments of differences which may arise related to the wages, hours and conditions of employment as enumerated herein. Further, it is the intent of the City and Union through this Memorandum to ensure both the well-being of said employees and the efficient operation of the departments in which they are assigned.

ARTICLE 2

RECOGNITION

The City of Memphis recognizes the DeSoto Lodge No. 3 International Association of Machinists and Aerospace Workers, AFL-CIO, as the designated representative for full- time, non-probationary, regular employees holding positions classified in the City Shop(s) as: **Fire Hydrant Repairer** for the purpose of conferences and meetings pertaining to the application and interpretation of this agreement for the term of this agreement. The parties agree that the recognition is granted to the full extent and authority provided by the Charter of the City of Memphis and the laws of the State of Tennessee and applicable policies of the City of Memphis.

The City grants recognition to the Union in accordance with the City Council Labor Policy which provides that no other labor organization shall be recognized unless they be recognized by a majority of the non-supervisory personnel of the appropriate classification.

ARTICLE 3

MANAGEMENT RIGHTS

Nothing in this Memorandum of Understanding shall be interpreted as abrogating the authority vested in the City for the exclusive management, control and operation of all City Divisions. The City has the exclusive right among others: to determine the purpose and duties of its Divisions; to set the standard of services to be offered to its citizens; to enter into any contracts

for City business; and to exercise control and discretion over its organization and employees, so long as the determination does not violate this Memorandum of Understanding. Included is the City's right: to direct its employees; to hire, promote, assign or retain employees in positions and locations of all City Divisions; to select its managerial and supervisory employees; to establish reasonable work rules, to suspend, demote, discharge or take other appropriate disciplinary action against its employees for just cause; to determine job qualifications and classifications and the number of employees required at any time; to maintain the efficiency of operation; to assure maintenance of service during emergency conditions; to determine the methods, means, tools and personnel by which operations are to be carried out, to relieve its employees from duty in the event of lack of work, funds, or for other legitimate reasons, and to determine work schedules, hours, and number of shifts.

The Union recognizes the City's authority in making new work rules and changing work rules. The City recognizes the importance of informing employees about these matters as early as possible.

Those inherent managerial rights and decisions made thereto whether listed herein or not, which have not been clearly or specifically modified by this specific language of a provision of this agreement shall not in any way, directly or indirectly, be subject to the grievance and arbitration procedure contained herein.

ARTICLE 4

NON-DISCRIMINATION CLAUSE

No employee shall be discriminated against or discharged because of Union membership or for utilization of the grievance procedure outlined herein; and there shall be no discrimination against any employee because of sex, marital status, race, religion, national origin, age, disability, or political affiliation. No employee will be denied promotion or any other benefit because of membership in the Union. Nothing herein, however, shall provide immunity to any employee of the Division of General Services for the violation of any law, statute or ordinance.

ARTICLE 5

UNION STEWARDS AND UNION REPRESENTATION

Section 1. The employer recognizes and shall deal with all of the accredited Union

Stewards in all matters relating to grievances and interpretations of this Memorandum of Understanding.

Section 2. A written list of the Union Stewards (such lists to outline the area to be represented by stewards) shall be furnished to the employer immediately after their designation and the Union shall notify the employer promptly of such Union Stewards or changes thereof. The number of Stewards and the area they represent shall be determined by mutual agreement. The number of Stewards shall be one per area and one Chief Steward.

Section 3. Union Stewards within the area shall be granted reasonable time off during working hours to investigate and settle grievances upon notice to and approval, which shall not be unreasonably withheld, of the immediate supervisor, without loss of pay.

Section 4. Union staff representatives shall, upon request by the Union, be admitted to the buildings and grounds of the employer during work hours for the purpose of assisting in the adjusting of grievances and the conducting of other Union business, except Union solicitation and Union meetings or any Union activity which would disrupt the normal work schedule.

ARTICLE 6

DISCIPLINE AND DISCHARGE

Disciplinary action or measures shall involve only the following.

The City agrees to the principles of Progressive discipline where applicable:

- (a) Oral Reprimand
- (b) Written Reprimand
- (c) Suspension not to exceed ten (10) days (notice to be given in writing)
- (d) Discharge

A formal oral reprimand may be given to an employee but must be given in the presence of a Steward, and the said discussion will not become part of the employee's record. The employer shall not discharge any employee without just cause.

In any case involving discharge, the employee may contest the discharge and may elect to use the grievance procedure or Civil Service procedure. The employee, the designated Steward and the Union will be notified in writing that the employee has been suspended and is subject to discharge. The notice should set forth the reasons for the disciplinary action. Notice to the employee and Union will satisfy technical complaints.

The Union shall have the right to take up the suspension and/or discharge at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by the Union. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation less temporary earnings for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE 7

GRIEVANCE PROCEDURE

A grievance is defined as a dispute involving the application of any article within this Memorandum of Understanding and shall be settled in the following manner and shall be in writing. Grievance meetings shall be scheduled during normal working hours.

Step 1 - A Union Committee person with the aggrieved employee shall discuss the grievance with the employee's immediate supervisor within ten (10) days of the date of the grievance or the employee's knowledge of its occurrence. The employee's immediate supervisor shall attempt to adjust the matter and shall respond to the Union Committee within five (5) working days.

Step 2 - If after a thorough discussion with the employee's immediate supervisor, the grievance has not been satisfactorily resolved, the aggrieved employee and two (2) Union Committee persons shall discuss the grievance with the Department Manager. The Department Manager and the Administrator shall respond in writing within five (5) working days.

Step 3 - If after a thorough discussion with the Department Manager the grievance has not been satisfactorily resolved, the aggrieved employee, the area Union Steward, Chief Steward, and the Union Representative shall discuss the grievance with the Division Director, or a designee, within five (5) working days after the Department Manager's response is due. The Division Director, or a designee, shall respond in writing within ten (10) working days.

Step 4 - If after receipt of the decision of the Division Director, or a designee, the grievance has not been satisfactorily resolved, the Union may request arbitration by writing to the Mayor and the Human Resources Director no later than fifteen (15) working days after the rendering of the Division Director's decision or the expiration of the time limit for rendering the decision.

The Arbitrator shall have access to all written statements and documents pertaining to the appeals in the grievance, but the panel shall have no power to amend, revise, add to, subtract

from, nor modify any terms of this Memorandum of Understanding, and they shall be strictly limited to the interpretation or application of the expressed provisions of this Memorandum of Understanding, and any other Memorandum made supplementary thereto.

The Arbitrator shall render a decision not later than thirty (30) calendar days after the conclusion of the final hearings or receipt of the post hearing briefs whichever is later. Such decision shall be reported to the Chief Administrative Officer of the City of Memphis and to the Union and shall be a matter of public record, and shall be advisory to the Chief Administrative Officer who is hereby designated by the Mayor to render a final binding decision.

Time limits set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld.

Selection from the Arbitration Panel. An Arbitrator shall be selected upon mutual agreement of the parties. If, within five (5) days after the request for arbitration is made, the Union and City fail to agree upon the appointment of an arbitrator, a request will be made to the Federal Mediation and Conciliation Service for a list of five (5) arbitrators. The Union and City may select one of the list of arbitrators or if they still cannot agree, the following procedure shall be followed: The party presenting the grievance shall be given the first opportunity to strike the name of one of the arbitrators contained in said list. The other party may then proceed to strike a name, and this procedure shall continue until one arbitrator's name remains. The arbitrator whose name remains shall be designated as the Arbitrator. In the event the Arbitrator designated declines to act, the procedure of striking names will be reinstated until an arbitrator willing to act has been selected.

The arbitration decision shall be in writing and shall set forth the Arbitrators finding of facts, opinions and conclusions on the issues submitted. The Arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the applicable laws or rules and regulations having the force and effect of laws.

The cost of the services of the Arbitrator shall be shared equally by both parties, the Division and the Union; cost of the services of the other members of the panel shall be borne by the selecting party.

There shall be final and binding arbitration on suspension and discharge of any employee with the arbitrator chosen as above. A matter grieved cannot be heard by the Civil Service Commission and by an arbitrator. Therefore, if a matter is appealed to the Civil Service Commission, such appeal must be withdrawn prior to the scheduling of any arbitration hearing

regarding the same manner. The withdrawal of a Civil Service appeal must be in writing and made by the employee or the employee's attorney if represented. The arbitrator shall have the power to rule on disputes involving suspension or discharge under the agreement provided that he shall have no power to add to, subtract from, or modify any terms of this agreement, or any other agreements made supplementary hereto. All other decisions, those not involving suspension or discharge, shall be reported to the Mayor or his designated appointee of the City of Memphis and to the Union and shall be a matter of public record, and shall be advisory to the Mayor or his designated appointee who is hereby designated by the Mayor to render a final and binding decision.

It is agreed that the City shall make available management representatives to testify at the request of the Union when such persons have information involving the action being arbitrated. Timely advance requests for such witnesses shall be made in writing to the Director of Human Resources and such witnesses shall be required to attend unless the arbitrator determines the request is untimely or unreasonable. Oral requests for such witnesses may be made at any time and shall be honored if reasonable to do so, at the discretion of the arbitrator.

ARTICLE 8

SICK LEAVE

Upon completion of sixty (60) calendar days of consecutive service after initial employment, all regular, full-time employees shall be eligible to receive pay while absent from work due to sickness and to be charged against accumulated sick leave time.

Unlimited accumulation of sick leave begins from the first day of employment at the following rates:

Service Credit	Accrual Rate Effective Date	Accrual Rate Per Month
Up to 5 years	First month of employment	1 day (8 hours)
5 years up to 9 years	First month after 5-year anniversary	1 ½ days (12 hours)
9 years up to 14 years	First month after 9-year anniversary	2 days (16 hours)
14 years or more	First month after 14-year anniversary	2 ½ days (20 hours)

Sick leave will not accumulate while an employee is absent on sick leave, fifteen (15) days or longer, unauthorized absence, or during other leaves of absence, except military leave and/or officially granted educational leave.

Pay for holidays that occur while an employee is on sick leave shall not be charged as sick leave.

Employees shall be compensated in cash for accumulated unused sick leave when they retire, not to exceed seventy-five (75) days. The amount of payment for unused sick leave is to be calculated at the employee's rate of pay in effect on the pay day immediately preceding the employee's retirement. Such payment shall not be counted as compensation for the purpose of computing retirement benefits.

An employee who is absent three (3) consecutive work days due to unconfirmed illness shall be required by the City to submit a physician's statement reflecting the necessity of the employee being absent, the nature of the illness, and the release from the physician for the employee to return to the full scope of their assignment.

After completion of three (3) months of service, an employee who works three (3) consecutive months without sick leave, or any unauthorized absence, will be eligible for one (1) bonus day leave with pay to be taken off within twelve (12) months from the day it is earned. Bonus days will be earned in a like manner for subsequent three (3) month periods so that an employee may earn up to four (4) bonus days a year. For bonus day purposes, a three (3) month period will be considered interrupted by the accumulation of six (6) hours absence from work. An Employee is eligible for a bonus day if no more than six (6) cumulative hours of sick leave or unauthorized absence is used. Bonus days are forfeited if not used within 12 months.

ARTICLE 9

VACATION

Employees shall be granted an annual paid vacation according to policy with the following schedule based on length of continuous service:

VACATION LEAVE ACCRUAL

SERVICE CREDIT	ACCRUAL	EXPLANATION
Up to 6 months	None	N/A
6-month anniversary	5 days (40 hours)	N/A
1-year anniversary (during 2 nd calendar year)	5 days (40 hours)	if hired on/after July 1
	10 days (80 hours)	if hired before July 1
3 rd , 4 th , and 5 th calendar year	10 days (80 hours)	10 days accrue at beginning of year
6 th calendar year	11 days (88 hours)	10 days accrue at beginning of year; 11 th day accrues on 6-year anniversary
7 th calendar year	12 days (96 hours)	11 days accrue at beginning of year; 12 th day accrues on 7-year anniversary
8 th calendar year	13 days (104 hours)	12 days accrue at beginning of year; 13 th day accrues on 8-year anniversary
9 th calendar year	14 days (112 hours)	13 days accrue at beginning of year; 14 th day accrues on 9-year anniversary
10 th calendar year	15 days (120 hours)	14 days accrue at beginning of year; 15 th day accrues on 10-year anniversary
11 th calendar year	16 days (128 hours)	15 days accrue at beginning of year; 16 th day accrues on 11-year anniversary
12 th calendar year	17 days (136 hours)	16 days accrue at beginning of year; 17 th day accrues on 12-year anniversary
13 th calendar year	18 days (144 hours)	17 days accrue at beginning of year; 18 th day accrues on 13-year anniversary
14 th calendar year	19 days (152 hours)	18 days accrue at beginning of year; 19 th day accrues on 14-year anniversary
15 th calendar year	20 days (160 hours)	19 days accrue at beginning of year; 20 th day accrues on 15-year anniversary
16 th calendar year	20 days (160 hours)	20 days accrue at beginning of year
17 th calendar year	21 days (168 hours)	20 days accrue at beginning of year; 21 st day accrues on 17-year anniversary
18 th calendar year	21 days (168 hours)	21 days accrue at beginning of year
19 th calendar year	22 days (176 hours)	21 days accrue at beginning of year; 22 nd day accrues on 19-year anniversary
20 th calendar year	22 days (176 hours)	22 days accrue at beginning of year

21 st calendar year	23 days (184 hours)	22 days accrue at beginning of year; 23 rd day accrues on 21-year anniversary
22 nd calendar year	23 days (184 hours)	23 days accrue at beginning of year
23 rd calendar year	24 days (192 hours)	23 days accrue at beginning of year; 24 th day accrues on 23-year anniversary
24 th calendar year	24 days (192 hours)	24 days accrue at beginning of year
25 th calendar year	25 days (200 hours)	24 days accrue at beginning of year; 25 th day accrues on 25-year anniversary
26 th calendar year and thereafter	25 days (200 hours)	25 days accrue at beginning of year

EXAMPLE 1 (hired on/after July 1):

Date of Employment: 12/15/2001
6-month anniversary: 06/15/2002 (Accrues 5 days to be used by 12/31/2002*)
1-year anniversary: 12/15/2002 (Accrues 5 days to be used by 12/31/2002*)
Beginning of 3rd calendar year: 01/01/2003 (Accrues 10 days to be used by 12/31/2003*)

EXAMPLE 2 (hired before July 1):

Date of Employment: 06/15/2001
6-month anniversary: 12/15/2001 (Accrues 5 days to be used by 12/31/2001*)
1-year anniversary: 06/15/2002 (Accrues 10 days to be used by 12/31/2002*)
Beginning of 3rd calendar year: 01/01/2003 (Accrues 10 days to be used by 12/31/2003*)

***UNLESS CARRYOVER APPROVED**

The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.

Upon request submitted no less than four (4) days in advance of the start of a vacation, an employee shall receive their vacation pay no later than one (1) day prior to the start of the vacation.

Vacations will be granted, as far as possible, in accordance with employee preference and in line of departmental seniority, but the allotment or vacation dates shall be within the sole discretion of the City to assure orderly operation of the respective divisions and departments.

ARTICLE 10

HOLIDAYS

The following days shall be recognized and observed as paid holidays during the term of this Memorandum of Understanding.

New Year's Day

Martin Luther King Birthday (3rd Monday of January)

President's Day (3rd Monday in February)

Martin Luther King Memorial Day (April 5th) Good Friday

Memorial Day

Independence Day

Labor Day

Veteran Day (November 11)

Thanksgiving Day

Day Christmas Eve

Day after Thanksgiving

Christmas Eve

Christmas Day

Employees who are required to work any of the above holidays will be paid in accordance with overtime provisions as found in Article 14.

Whenever any of the above holidays falls on either Saturday or Sunday, either the preceding Friday or the following Monday shall be observed as the holiday. Employees will be notified concerning the day to be observed as the holiday. If the holiday falls on the employee's regular day off, the employee will be given an additional day's pay for that holiday. If the holiday falls during the employee's scheduled vacation, additional time (or an additional day's pay) will be granted. Holiday pay will not be allowed if the employee did not work and was not excused the last scheduled work day before the first scheduled workday after the holiday.

ARTICLE 11

LEAVES OF ABSENCE

Leaves of absence without pay may be granted to full-time regular employees for the following reasons:

- (A)** Military - Any regular full-time employee who shall enter the Armed Forces of the United States while a state of war or the requirement of compulsory military services exists will be restored to their former position or one of an equivalent status upon presentation of an honorable discharge from the Armed Forces within ninety (90) days from the date of discharge. Reinstatement from military leave of absence shall be subject to the ability to pass the required physical examination.

Reservists and National Guard members being called for the customary two-week tour of duty shall be excused on presentation of their orders and shall receive eight (8) hours pay at the regular rate of pay for each working day served. Time absent from employment may be counted as vacation time if the employee so desires.

- (B)** Educational - Regular full-time employees who have completed one (1) full continuous year of service shall be eligible to receive a leave of absence which does not exceed one (1) full year for the purpose of furthering education. Such educational leaves should be determined upon recommendation of the Department Manager with the approval of the Division Director.
- (C)** Personal - Regular full-time employees who have completed three (3) consecutive months of employment with the City of Memphis will be eligible to receive special leaves of absence for such personal reasons as marriage, illness of a member of the family, disposal of a family estate, or prolonged illness of the employee, upon recommendation of the Department Manager and with the approval of the Division Director.
- (D)** Union Business - Employees (not exceeding three) elected to any office or selected by the Union to do work which takes them from their employment with the employer shall, at the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year but it may be renewed or extended for a similar period at any time upon receiving approval from the Director of Human Resources, such approval shall not be unreasonably withheld.

Leave of absence with pay may be granted to full-time regular employees for the following

reasons:

- (A) Jury/Witness Duty - Full-time, regular and probationary employees shall be granted a leave of absence with pay any time they are required for jury duty or witness service. Proof of jury service shall be established by submitting a statement from the Jury Commissioner or Clerk of the court showing the time served. Any employee shall be paid for time lost from scheduled work when legally subpoenaed as a witness to testify in court cases when the employee is neither the plaintiff nor the defendant. Employees shall also be paid for time lost from scheduled work as a witness for the City or when sued as an Agent of the City. No employee will be paid by the City while serving as a witness or a defendant in any court action resulting from any employment other than the City.

The employee must report for work when the jury is not in session or within a reasonable time if the jury service lasts less than four (4) hours of a day. Employees shall be paid their regular salary or wages in addition to any compensation received from the court.

ARTICLE 12

DEATH IN FAMILY

In the event of a death in the employee's immediate family, full wages will be paid for scheduled days of work from which the employee is necessarily absent because of the death, but not beyond a maximum of three (3) days. Immediate family includes: husband, wife, mother, father, brother, sister, son, daughter, mother-in-law, father-in-law, grandmother, grandfather, great grandmother, great grandfather, and grandchildren. In the event of a death in the employee's other relatives, full wages will be paid for scheduled days of work from which the employee is necessarily absent because of the death, but not beyond a maximum of two (2) days. Other relatives include grandparents-in-law, brother or sister-in-law, son or daughter-in-law.

The provisions of this article are subject to the employee submitting verification to their immediate supervisor of such death in the immediate family and other relatives and the employee's relationship to the deceased. Such verification must be submitted upon the employee's return to work or within ten (10) working days after return to work.

Such verification shall be in the form of a copy of the death certificate, program of eulogy,

statement from funeral home, newspaper death notice, or other proof. Failure to provide the required verification shall result in denial of this benefit and the employee being docked for time taken.

When a death in the immediate family or other relative necessarily interrupts an employee's vacation, that portion of the employee's vacation, to a maximum of three (3) days, shall be rescheduled or extended pursuant to this Article and Article 9, Vacations.

When such a death in the immediate family interrupts an employee's vacation and results in the employee necessarily being absent beyond their scheduled vacation, the employee must notify their supervisor prior to the expiration of their scheduled vacation.

ARTICLE 13

HOURS OF WORK

Eight (8) consecutive hours of work within a twenty-four (24) hour day, shall constitute a normal work shift, and a normal work week for full-time employees shall be five (5) consecutive work days totaling forty (40) hours per work week. When an employee's normal schedule of work or reporting time is changed, notice of such change shall be posted one (1) week in advance. For purposes of this agreement, 1st shift will be 7:00 a.m. to 3:00 p.m., 2nd shift will be 3:00 p.m. to 11:00 p.m., and 3rd shift will be 11:00 p.m. to 7:00 a.m.

All employees shall be granted a thirty (30) minute meal period during each work shift. Said rest period shall be taken at a time and place and in the manner determined by the employee's immediate supervisor. The rest period is intended to be a recess to be preceded and followed by a work period. Consequently, it may not be used to allow late arrival or early departure or to extend the lunch period.

Any additional shift in the future established by the City will be discussed with the Union.

ARTICLE 14

OVERTIME

Overtime shall be paid at the rate of time and one-half for all hours worked in excess of forty (40) hours per week provided, however, that overtime shall not be compulsory except in case of emergency. Holidays, as defined in Article 10 of this Agreement, which fall within the employee's

normal work week, shall be considered as time worked for purpose of overtime computation. There shall be no discrimination, coercion, or force used against any employee who declines to work overtime nor shall any employee be denied any benefit of this Memorandum of Understanding as a result of refusing to work overtime except in case of emergency as determined by the City.

The City will make every effort to distribute overtime among employees at each satellite, in accordance with seniority. The City will provide advance notice of overtime work which is required when possible.

ARTICLE 15

REPORTING TIME AND CALLBACK

An employee who has left the job premises following completion of a scheduled workday and who is called back prior to the start of their next regular shift shall receive either four (4) hours of work or four (4) hours pay. This four (4) hours call-in pay shall be for the first emergency call only. When an employee is called to report early and when such work requirement carries over to the regularly scheduled shift, the hours worked prior to the normal starting time shall be treated as in the applicable manner. Compensation will be in accordance with the provisions in the Overtime Article.

Only one (1) such four-hour minimum shall be applied in the case of any employee during a twenty-four (24) hour period beginning at the start of the first shift and extending from that point. All hours worked over the four (4) hour minimum and beginning with any subsequent call-in shall be computed at the appropriate rate for hours worked. Employees shall be called in to perform emergency work.

Whenever an employee reports for his scheduled shift and is excused by the City from duty before completing four (4) hours work, the employee shall be paid at his regular rate for four (4) hours work at the appropriate rate straight time or overtime, whichever is applicable.

However, should any employee on their own volition not complete four (4) hours work they will be paid only for those hours worked.

ARTICLE 16

SENIORITY

Section 1. Seniority shall be granted to all full-time regular employees. Seniority shall be determined on the basis of actual length of continuous service from the latest date of permanent employment with the City of Memphis.

All new employees shall be placed on the seniority lists as of the first day of employment upon the completion of ninety (90) days of employment. During such probationary periods, employees may be discharged by the employer with the same not constituting a breach of this Memorandum of Understanding, except as provided in Article 4, Non-Discrimination Clause, of this Memorandum of Understanding.

Section 2. Seniority and the employment relationship shall be terminated when an employee:

- (A) quits;
- (B) is discharged for just cause;
- (C) is absent for three (3) consecutive working days without notifying the immediate supervisor;
- (D) is laid-off and fails to report for work within three (3) days after having been recalled;
- (E) does not report for work within two (2) days after termination of an authorized leave of absence;
- (F) is laid off for a period in excess of two (2) years; or
- (G) retires, or is retired.

Section 3. Layoffs shall begin with those employees having the least seniority. Employees shall be recalled according to seniority in the inverse order of lay-off. In the case of reduction of the force or elimination of a position, seniority shall govern as provided in Section 1, provided the employee is qualified to perform the work available.

Section 4.

(A) The employer may make temporary transfers of employees to positions other than those they normally perform in order to meet the requirements of the operation of the Department.

(1) If the transfer is to a more desirable position, the highest senior qualified employee shall be offered the position.

(2) If the transfer is to an undesirable position, the least senior qualified employee

shall be transferred.

(B) Any employee temporarily transferred shall be paid either the rate of the position from which the employee is transferred or the rate of the position to which the employee is transferred, whichever is higher.

(C) Temporary transfers shall be for a period of not longer than thirty (30) working days; any position that requires more than thirty (30) working days of temporary transfer shall be considered an open position and be posted.

(D) Temporary transfers must be made within the Division, unless by mutual agreement.

Section 5. Notice of all vacancies and/or new jobs shall be posted for all personnel on all bulletin boards in accordance with the City of Memphis Personnel Policy.

Section 6. The permanent filling of any vacancy shall be on a basis of qualifications and seniority and subject to the City of Memphis Personnel Policies and shall be subject to reopening for consideration to those employees that were at the time of posting on sick leave, military training leave, or on vacation not to exceed fifteen (15) days. Said employees shall make application for the position within three (3) working days after returning to work.

Section 7. The agreed-to seniority and subject list shall be provided by the employer. Relevant personnel records shall be available at all reasonable times.

Section 8. The officers and stewards, designated in writing by the Union, shall have the highest seniority among bargaining unit personnel in their respective classification for lay-offs, recall, and transfer purposes only during their tenure of office.

ARTICLE 17

PAYROLL DEDUCTION OF UNION DUES

Employees of the City of Memphis may authorize payroll deductions for the purpose of paying Union dues. No authorization shall be allowed for payment of initiation fees, assessments or fines. The procedure which shall be followed by all employees in authorizing deductions of Union dues shall be for each employee to execute a written assignment on the form attached hereto.

The payroll deduction shall be revocable by the employee by notifying the City and Union in writing by certified mail with return receipt requested. The cancellation shall be effective thirty (30) days after receipt of notice of revocation from the employee.

In the event the Union members vote to increase Union dues, the Union shall notify the City at least thirty (30) days prior to the effective date of the dues increase. The dues shall be deducted monthly in an amount certified by the Union and the aggregated deductions of all employees shall be remitted together with an itemized statement to the Treasurer of the Union by the tenth (10th) day of succeeding month after such deductions are made. The Union will indemnify, defend, and hold the City harmless against any claims made and against any suit instituted against the City on account of payroll deduction of Union dues. The Union agrees to refund to the City any amounts paid to it in error on account of the payroll deduction provision upon presentation of proper evidence thereof.

The employee's earning must be regularly sufficient after the other legal and required deductions are made to cover the amount of the appropriate Union dues. When a member in good standing of the Union is in no-pay status, for an entire pay period, no withholding will be made to cover that pay period from future earnings. In the case of an employee who is in no-pay status during only part of the pay period, and the wages are not sufficient to cover the full withholding, no deduction shall be made. In connection, all other legal and required deductions have priority over the Union dues.

ARTICLE 18

HEALTH AND SAFETY

The employer agrees to maintain adequate safety, sanitary, and air quality conditions in all work areas pursuant to Federal, State and Local laws and regulations. In order to improve, correct and maintain effective safety and sanitary conditions, joint committees titled "Health and Safety Committee" shall be established and shall consist of three (3) employees of this bargaining unit appointed by the union and three (3) employees appointed by the City. The City's appointees shall be chosen from among the management and/or supervisory personnel located at the respective shops.

The committees shall review and make recommendations on health, safety and sanitary conditions which affect the well being of employees covered by this Memorandum. Any safety clothing required by the City shall be purchased at no cost to the employee. It shall be the duty and responsibility of the City to apply all standards of types of clothing and wearing requirements in accordance to all Local, State, and Federal laws.

The Chairperson of each committee shall be elected by the committee members and rotated at six (6) month intervals. The first Chairperson is to be selected by the Union members on the committee, with the City members selecting the Chairperson for the second six (6) month period.

The committee shall meet when deemed necessary during official working hours. The first of such meetings shall be held within the first month immediately following the implementation of this Memorandum of Understanding. Such meetings shall be held at least six (6) times per year. Accurate minutes shall be maintained of the committee's recommendations, a copy of which shall be forwarded after each meeting to the Union and to the Division Director. If the committee is unable to reach a majority recommendation, then the recommendations of both parties represented shall be included in the Minutes and submitted to the Division Director and the City Safety Officer. The Division Director shall then communicate in writing with the Committee Chairperson regarding the action taken on the Committee's recommendations.

Other Union or City representatives and/or guests may be included in the committee meetings as advisors when agreed to by the membership of the committee or when invited by the committee.

ARTICLE 19

COMMUNICABLE DISEASES

In cases where employees are assigned to work in areas where they are exposed to communicable diseases such as tetanus, typhoid, typhus or other similar diseases and the employee contracts such a communicable disease, the employee will be treated for that disease at the expense of the City and will not lose any benefits that they would have otherwise received had the employee not contracted such disease.

ARTICLE 20

ON THE JOB INJURY

In the event an employee sustains an injury on the job as a result of their employment, they shall be taken directly to the nearest facility where proper medical treatment can be obtained. The cost of necessary hospital, doctor's care and related medical expenses shall be paid by the City for all on-the-job injuries, provided that the employee shall assign to the City of Memphis any medical insurance benefits and any recovery from any third party to the extent necessary to

reimburse the City for medical expenses paid.

Nothing shall deny an employee injured on the job, who has been taken to the nearest doctor or facility for proper treatment, from requesting the doctor of his choice.

All on-the-job injuries will be subject to the provisions of the City of Memphis Personnel Manual Policies and Procedures, #PM-74-02, entitled "On-the-Job Injury Policy and Procedures"; and the employee shall submit to examinations by any physician employed by the City of Memphis upon request.

ARTICLE 21

DEATH OF AN EMPLOYEE

In the event of the death of a regular employee, the employee's beneficiary, or the person designated by the employee or by law will receive the following:

An amount equal to the employees pay for accumulated sick leave up to seventy- five (75) days;

All accrued wages due, including allowance for unpaid holidays and vacation;
Payment from the free insurance program in the amount of \$10,000.00; and

An amount equal to the employee's regular wages for one (1) month, but not to include the legally required deductions.

ARTICLE 22

UNIFORMS

It is agreed by the City that a clean uniform be provided each work day to all employees covered under this agreement. The City will make available, at the work location, foul weather gear consisting of a raincoat and rain pants, and any applicable safety gear for all employees' use as needed. One (1) pair of coverall will be supplied to employees covered under this agreement as the need is determined by management on an annual basis.

ARTICLE 23

BULLETIN BOARDS

The employer agrees to provide reasonable bulletin board space where notices of official Union matters may be posted by the Union representatives.

ARTICLE 24
SHIFT PREFERENCE

If shifts are established, employees shall be assigned to shifts according to classification seniority with the person having the highest classification seniority being given first choice as to shift, provided such employee is capable of performing the work. No employee may exercise shift preference more than two (2) times in any one year.

ARTICLE 25
NO STRIKE

It is acknowledged by the membership of this Union that the protection of the public health, safety and welfare demands that all members of the Department not be accorded the right to strike or engage in any work stoppage; slowdown, or any and all similar activities. This necessary prohibition does not, however, require the denial to such employees of other well-recognized rights, such as the right to organize, be represented by an employee organization of their choice and the right to meet and confer in accordance with the provisions of the labor policy of the City of Memphis. The members of the Union recognize, therefore, that participating in a strike as defined herein shall subject the member or members to the City of Memphis Ordinance 2766 which includes immediate and permanent dismissal, together with the loss of all employee benefits, including but not limited to, pension benefits.

During the term of this Memorandum of Understanding, the Union agrees that it will not engage in, encourage, or approve any strike, slowdown, or other work-stoppage grown out of any dispute relating to the terms of this Memorandum of Understanding. The Union will take whatever lawful steps as are necessary to prevent any interruption of work in violation of this Memorandum of Understanding, recognizing with the City that all matters of controversy coming within the scope of this Memorandum of Understanding shall be settled by established grievance procedure.

ARTICLE 26
NOTICE

Any notice to be given by this Memorandum of Understanding to the City of Memphis or to

the Union and not heretofore specified hereunder shall be given to the Human Resources Director of the City, in writing and by certified mail. Any notice to be given to the Union shall be in writing by certified mail addressed to the Business Agent, DeSoto Lodge 3, International Association of Machinists and Aerospace Workers, AFL-CIO.

ARTICLE 27

SAVINGS CLAUSE

In the event that any provision, article, section, or portion of this Memorandum of Understanding is subsequently declared by legislative or judicial authority to be unlawful, unenforceable or not in accordance with applicable laws, statutes, ordinances, and regulations of the United States of America or the State of Tennessee, all other provisions of this Memorandum of Understanding shall remain in full force and effect for the duration for this Memorandum of Understanding and the parties shall meet as soon as possible to agree on a substitute provision; however, if the parties are unable to agree within thirty (30) days following commencement of the initial meeting, then the matter shall be postponed until contract negotiations are reopened.

The parties acknowledge that during the meeting and conferring which preceded this agreement each had the unlimited right and opportunity to make demands and policies with respect to any subject or matter not removed by law from the area of meeting and conferring and that the understandings and agreements arrived at between the parties after the exercising of that right and opportunity are set forth in this agreement. Therefore, the City of Memphis and the Union for the life of this agreement each voluntarily and unqualifiedly waive the right and such that the other shall not be obligated to meet and confer with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or not settled during bargaining even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement such matter shall not be subject to the grievance procedure.

ARTICLE 28

PENSION

The City Pension Ordinance applies to members of this bargaining unit. The rate of

contribution by the employee and benefits received by the employees shall be that which is specified in the Pension Ordinances. Article II (employees hired prior to July 1, 1978) and Article VI (employees hired on or after July 1, 1978).

ARTICLE 29

HEALTH CARE PLANS

It is agreed the City shall offer a self-funded Preferred Provided Organization ("PPO")/health care insurance plan on an optional contributory basis to eligible permanent full-time employees covered by this Memorandum of Understanding. Employee contributions shall be paid by payroll deduction and the terms and benefits of the plan shall be the same as provided to City employees generally. Enrolled employees shall pay 30% of the total cost of the health plan and the City shall pay 70% of the total cost. It is agreed the City may from time to time adjust employee contribution rates and the terms of the plan and if such occurs the City will notify the Union prior to implementation. The terms and conditions of the plan shall be standard for covered employees on a City-wide basis. The City, on an annual basis, may offer eligible employees an option to join either a qualified Health Maintenance Organization (HMO) as provided by the Health Maintenance Organization Act of 1973, as amended, or a Point of Services ("POS") plan, an HMO without of network benefits.

ARTICLE 30

LIFE INSURANCE

Life insurance is offered to regular full-time employees covered under this Agreement as an optional benefit. Enrolled employees will pay 36% of the total premium, which will be paid by payroll deduction. The amount of life insurance offered to eligible employees is equal to one and one-half times the employee's annual base salary.

Employees who remain in the employment of the City on or after the age of 65 will have their life insurance coverage reduced in accordance with the Age Discrimination Employment Act Schedule as listed below to a minimum amount of \$3,000.00:

AGE	Reduced to the
	Following

65	92%
66	84%
67	77%
68	71%
69	65%
70 but less than 75	50%
75 but less than 80	34%
80 but less than 85	23%
85 but less than 90	16%
90 but less than 95	11%
95 or older	6%

Upon retirement at any age, employees are eligible to retain \$3,000.00 coverage. In addition to this optional insurance, the City agrees to provide \$4,000.00 free life insurance to eligible employees with the exception of retired employees.

Those employees retiring on or after March 1, 1984, in addition to having the option to purchase the maximum allowable of \$3,000.00 under the City policy, will retain on one- half (1/2) of the \$4,000.00 free life insurance.

ARTICLE 31

TERM OF AGREEMENT

1. This Memorandum of Understanding expressed herein in writing constitutes the entire agreement between the parties and shall become effective July 1, 2011, and shall remain in effect through June 30, 2013.
2. The provisions of this Memorandum of Understanding may be re-opened for negotiations upon written request by the Union no earlier than 120 days and no later than 60 days prior to the stated date of impasse immediately proceeding June 30, 2013.
3. During subsequent negotiations, if any, all Articles pertaining to non-economic items in this agreement shall remain in effect until the expiration of this Memorandum.
4. The parties acknowledge that during the bargaining which preceded this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity, are set forth in this agreement.

Therefore, the City and the IAMAW, for the life of this agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this agreement, or with respect to any subject or matter not specifically referred to, or not settled, during bargaining, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

ARTICLE 32

LAYOUT PERSON

When a designated lead person is needed, as determined by the City, provisions for such classifications designated shall be established and paid at a rate of 6% above such employee's base wage rate while so designated.

ARTICLE 33

WAGES

Effective July 1, 2011 through June 30, 2012, the current wage rates of employees covered by this Agreement will be increased by zero (0%) percent.

Effective July 1, 2012 through June 30, 2013, by February 1st, 2012 either party may request to reopen the wage Article for negotiations. The negotiations will be conducted in accordance with the Impasse Ordinance.

<u>Fire Hydrant Repairer</u>	<u>Fire Hydrant Repairer/LD</u>
Hourly	Hourly: \$25.7491
ENTRY: \$23.0235	
6 MOS: \$24.2916	

ARTICLE 34
SHIFT DIFFERENTIAL

The City agrees to pay shift differential for all employees who are assigned to work a normal shift between 3:30 p.m. and 7:00 a.m. Shift differential will be paid from the first (1st) day worked on the assigned shift in the amount of seventy-five cents (\$0.75) per hour.

All employees shall be assigned to work the shift in accordance with the seniority provision, beginning with the least senior employee and ascending to the most senior employee in the unit.

ARTICLE 35
TUITION REIMBURSEMENT

The City will provide tuition reimbursement under the provisions of the Tuition reimbursement Policy.

ARTICLE 36
STAND BY PAY

In the event that an employee holding a classification in Fire Hydrant Repairer is required by his Supervisor to be on stand by, the employee will be provided a City pager. The employee shall acknowledge the page within fifteen (15) minutes by telephone advising the Supervisor of his status and estimated time in route to the duty station. The employee shall be compensated two (2) hours straight time pay for each eight (8) hours he is required to standby. An employee required to stand by shall have written authorization from his Supervisor. Pay for such hours shall not be counted as hours worked for purposes of overtime.

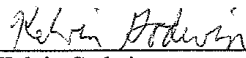
IN WITNESS WHEREOF, the parties have set their hand this, the 17th day of May, 2011 to place into effect the provisions of this Agreement.

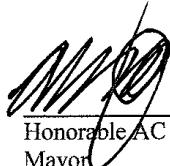

FOR THE:

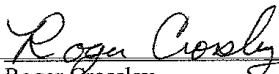
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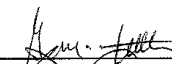
INTERNATIONAL ASSOCIATION
OF MACHINIST AND AEROSPACE
WORKERS - GENERAL

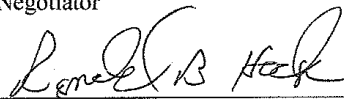
CITY OF MEMPHIS

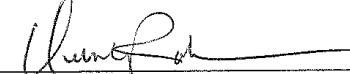

Kelvin Godwin
Negotiator

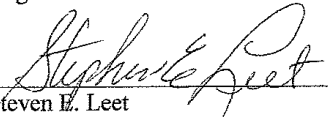

Honorable AC Wharton Jr
Mayor 

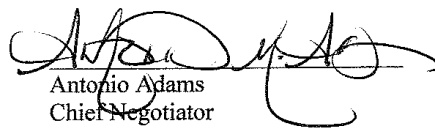

Roger Crossley
Negotiator

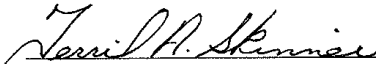

George M. Little
Chief Administrative Officer

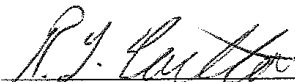

Ronald B. Hodge
Negotiator

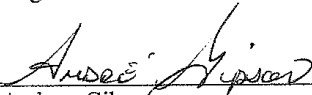

Quinton Robinson
Director, Human Resources


Steven E. Leet
Negotiator


Antonio Adams
Chief Negotiator


Tony Skinner
Negotiator


Richard Carlton
Negotiator


Andrew Gibson
Negotiator